

#### CITY OF MILPITAS 455 E. CALAVERAS BOULEVARD MILPITAS, CA 95035

# ENTERTAINMENT EVENT PERMIT (Chapter 5, Title III, Milpitas Municipal Code)

Applicant, all sponsors directors of Applicant a	and promoters of the event and all proprietary and said sponsors and promoters:	owners, partners and officers a
Name	· Business Address	Business Phone
MILEITAE POTA	(Use separate sheet for additional names)	408921-0669
1 11-11-113 PO 11-11	(Use separate sheet for additional names)	Too face Oldoy
Proposed location of ev	vent: Mergyn's Parking Lot Milpita	Town Center.
	erty where event is proposed to be held:	
Name	Address	•
Morrison's 74	9. F. Calaveras Blook	•
11 (20 7/12)		
,		
	(Use additional sheet if necessary) Ma	4, 12-13: 3:00 // PM
Dates and hours of eve		14-15; 11 Am 11 Pm
	ormance at event: CARNIVAL	/
Intended performers:	Simulation at overtal	
•		Nature of
Name	Address	Participation
BUTLER AMUSEN		Carrivar Vento
	FIREFICIO CA 54533	
	(Use separate sheet for additional names)	
Estimated number of:	Spectators Ton /ow Participant	S Others
Attendance each day	S00-1000 Basis for estimate 2004	Afferdance
Method for determining r	number in actual attendance: Ticket Sal-	(es
	rnishing drinking water (justify adequacy):	
	age Cencessions	
7 200 7 2000	The Carressions	(6)
,	ies (justify adequacy): Portable Talet	(8) + Dumpster +
Tresh recep	ticles	

11.	Description of real property on which event will be conducted (justify adequacy):
	Marvyn's Parking Cot (200 x 200 area)
12.	Description of parking facilities, parking attendants at entrance, exits and in area (justify adequacy:
	Existing Parking Lot + over Plan parking at Town Center
13.	Description of interior access ways (attach map or diagram and justify adequacy):
14.	Description of composition and construction of structure, seating arrangements and supports and justification of adequacy:
15.	Description of availability and location of ambulances, fire, police and other emergency vehicles:
16.	Description of interior private police protection proposed (justify adequacy):
	Town Center Security, Butter Amusement Security;
17.	Description of provision for fire safety (justify adequacy):
	Fire Extiguisher & Each Attraction, Signage Toward Exits
18.	Location, nature and type of medical and first aid facilities (justify adequacy):
19.	Description of proposed electrical wiring, lighting and location of all light standards and electrical switches:  Generalor flower Supplied by Carnival Operator
20.	Description of manner of acquiring, handling, preparing and disposing of food, drink, confectionery and condiment and all substance and ingredients used in their preparation:
	Food Service provided by Carnival Operator of Health Perants
21.	Manner of cleanup of the premises during and after the conclusion of the entertainment event and for the removal of garbage, refuse and waste:
	Vendor to provide clean up of sixte throughout event
22.	Additional information which may be helpful in processing your permit: Reau est waives of
	Lity fees for provision of Standby Fire Personnel Experience over past several
	years and discussion of Fire Personnel has indicated Standy B not necessary
	It is our undertanding that waiver of this fee is customery for events sponsored by non-profits that directly benefit the citizens
	events sponsored by non-profits that directly benefit the citizens
	of Milpitas.

The following must be submitted at time of application:

- A. Filing fee of \$100.00 (not subject to refund upon withdrawal or denial).
- Proof of ownership of real property.
- C. Written consent of all owners of real property to the proposed entertainment event.
- D. Written consent of Applicant and all property owners that appropriate law enforcement agencies and City officials may enter upon the premises at any time after the permit is issued and until 5 days after the entertainment event ends for the purpose of making inspection and taking action as is permitted or required by law.
- E. Agreements or statements from specific doctors, first aid attendants and ambulances assuring availability at the appropriate time and place of the entertainment event.
- F. Agreements or statements from specific private patrol services assuring their availability at the appropriate time and place of the entertainment event to provide outside patrol services.
- G. A cash payment in an amount to be determined by the City Manager to cover the expense of outside police service provided by the City as shall be required or determined by the Chief of Police, and to provide services of a Fire Marshal provided by the City.
- H. A public liability and property damage insurance policy issued by an insurance company authorized to do business in California, naming the City of Milpitas, its officers, agents and employees as co-insured in the amount of \$\_\_\_\_\_ for each injury or death or for any occurrence and in the amount of \$\_\_\_\_ for damage to property. Said policy shall be in the form acceptable to City Attorney and shall provide, by its terms that it is primary insurance and shall not be subject to cancellation or reduction in coverage without 10 days notice to City and shall not preclude City, its officers, agents and employees from recovery thereunder.
- I. The consent of a natural person residing in the County of Santa Clara who is, by virtue of the Application, designated as agent for the service of process for the Applicant, promoter or sponsor and the owners of the real property involved. Said consent shall contain both residence and business addresses. NOTE: All consents must be verified under penalty of perjury.
- J. Permittee agrees to indemnify the City of Milpitas; its officers, agents and employees, defend them with Counsel acceptable to the City, and hold them harmless from and against all loss, damage, expense and liability (including, but not limited to, costs of investigation and attorney and court costs) resulting from injury to or death of any person and loss of or damage to property or claims of such injury, death, loss or damage and arising out of or connected with the use for which this permit is granted. In addition, permittee waives all claims or causes of action against the City of Milpitas, its officers, agents or employees for damage to or loss of property of any kind or for injury to persons occurring in connection with the use for which this permit is granted arising from any cause other than the negligence or willful misconduct of the City of Milpitas, its officers, agents or employees and to which permittee or its officers, agents and employees in no way contributed either actively or passively causing such damage loss or injury.

I declare under penalty of perjury that the above statements and any accompanying statements and documents have been examined by me and are true and correct. I have read Chapter 5, Title III of the Milpitas Municipal Code and agree to comply with the provisions of said Chapter 5, Title III, the permit, the conditions thereof and the laws of the City and State. Executed at Milpitas, California, on / Signed:, Permit No: Received by \*FOR ΒY DATE ACTION **APPROVED** DISAPPROVED DEPARTMENT Planning Building Health Fire Marshal Police City Manager City Council Firance CM\_35282\_V.doc Med list inswance + 1000,000 paning the city as additional insmed.

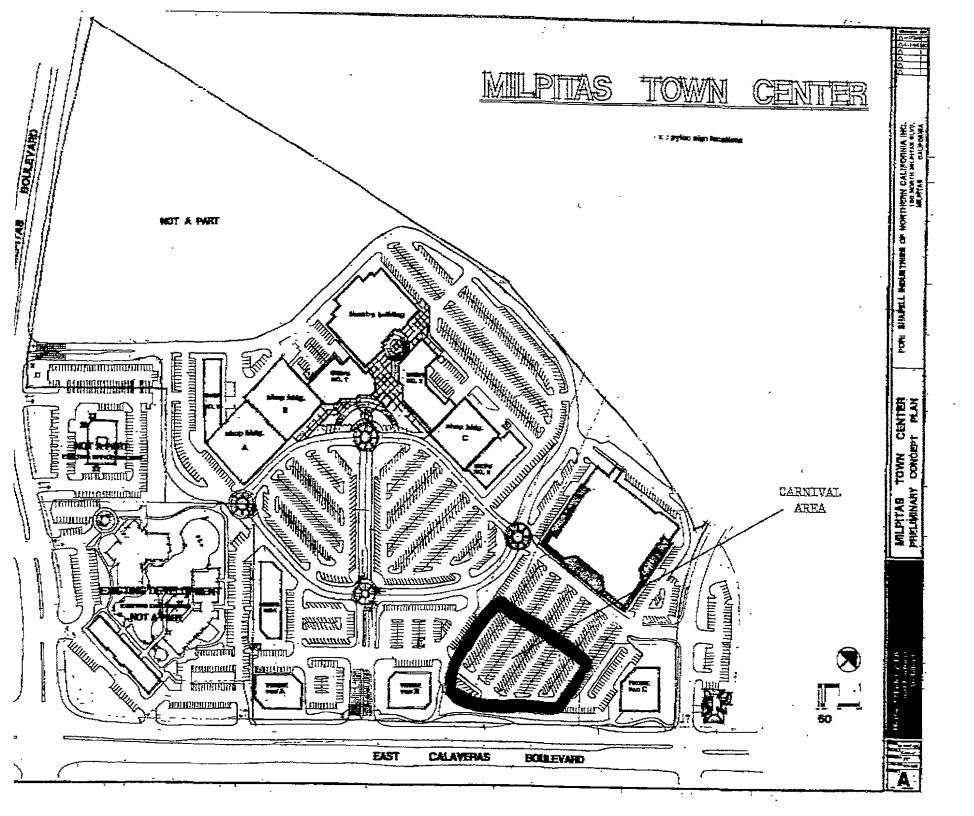
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### MEMORANDUM

### Department of Planning, Recreation & Neighborhood Services

To: Donna Biles, Deputy City Clerk

From: Staci Pereira, Assistant Planner

Subject: Entertainment Event Permit – Milpitas Rotary Club Carnival

(Administrative Permit No. P-AD2005-3)

**Date:** April 18, 2005

The Planning Division has reviewed the Entertainment Event Permit for the Milpitas Rotary Club Carnival in the Mervyn's parking lot at Milpitas Town Center. This event is approved subject to the following conditions:

1. The carnival is permitted to occur:

May 12<sup>th</sup> and 13<sup>th</sup> from 3:00 PM-11:00 PM May 14<sup>th</sup> and 15<sup>th</sup> from 11:00 AM-11:00 PM,

- 2. The event setup is approved to begin on May 9<sup>th</sup> and removal by May 16<sup>th</sup>, where all areas and properties involved shall be restored to their previous condition.
- 3. The event area is approved between Red Lobster and Big 5 Sporting Goods in the southern portion of the Mervyn's parking lot near E. Calaveras Blvd., as depicted on site plan submitted.
- 4. The event shall be conducted in a manner that pedestrian and vehicular traffic *adjacent* to event area are not impeded in any way. In addition, parking areas, handicap parking facilities, access and pathways *outside* the event area shall not be obstructed.
- 5. Booths, stages, seats and other structures shall not obstruct pedestrian access and pathways within the enclosed event area.
- 6. Trash and recycling receptacles shall be provided and maintained throughout the event area. The applicant must contact Richard Su at BFI at (408) 432-1234 for temporary trash and recycling services and bins for the duration of the event. The bins shall be located at the rear of the event site, not visible from public view and not within any pedestrian or vehicular paths. The applicant may need to contact a Mervyn's representative in order to establish a temporary BFI account on the Mervyn's property.
- 7. Applicant shall protect storm drains from accidental discharges by providing site sweeping and clean-up on an on-going basis during all hours of operation by the event operator and its employees (Butler Amusement) and the Rotary Club members, including refuse, debris and spills, including necessary trash pick-up by BFI.
- 8. No *off-site* signage is permitted. Any *on-site* signage associated with the event shall be limited to carnival booth signs and traffic/pedestrian directional signage. Upon cessation of the event all associated signage shall be removed and properly disposed of.

I declare under penalty of perjury that the above statements and any accompanying statements and documents have been examined by me and are true and correct. I have read Chapter 5, Title III of the Milpitas Municipal Code and agree to comply with the provisions of said Chapter 5, Title III, the permit, the conditions thereof and the laws of the City and State.						
Executed at	t Milpitas, California, on	Signed: 10	Mer	y Club		
Received b		Dat	e			
*FOR ACTION	APPROVED .	<u>DISAPPROVED</u>	DEPARTMENT Planning Building	BY	DATE	
	414/05 with a below	endetino notes	Health Fire Marshal Police City Manager	- Mala	gliylas	
			City Council			

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- Submit detailed site plan identifying all entrances and exits, parking areas, vehicle access routes, structures and obstructions include the distance to buildings, and show the locations for emergency first-aid stations.
- If tents are to used and/or cooking are to be conducted obtain a permit from the Fire department.
- Provide training documentation for persons to provide first aid.
- · A fire watch may be required once this additional information is submitted.

Costs are

\$ 208.00 for inspection without a tent;

\$ 312.00 if tents/cooking is to be conducted;

Fire watch is based upon employee time and materials

## MEMORANDUM

#### Office of the Fire Marshal

To:

Donna Biles, Deputy City Clerk

Through: Bill Weisgerber, Fire Chief

From:

Patricia Joki, Fire Marshal

Subject:

Milpitas Rotary Club Carnival – Fire watch services

Date:

April 20, 2005

Staff has reviewed the entertainment permit prepared by the Milpitas Rotary Club for the upcoming carnival presented by Butler Amusement. The event will take place on May 12 - 15, 2005 in the Mervyn's shopping center parking lot of the Milpitas Town Center.

In past years, Mervyn's, Town Center, Butler Amusement and Rotary personnel have worked together to provided site security and a first aid station, as well as maintaining access points for emergency vehicles. Additionally, the Fire department has provided one individual to act as fire watch throughout the duration of the event. Historically, no activities have occurred requiring the need for fire watch services.

In their current application, first aid stations, emergency access and site security will again be provided; however security will be increased by a stronger presence of Rotary personnel. These individuals will again be equipped with cellular phones and instructed in the procedures for reporting emergency situations directly to the Milpitas dispatch center. Based upon experience with past events and the additional security personnel and measures provided, it has been determined that the need for fire watch personnel is not necessary.



I declare under penalty of perjury that the above statements and any accompanying statements and documents have been examined by me and are true and correct. I have read Chapter 5, Title III of the Milpitas Municipal Code and agree to comply with the provisions of said Chapter 5, Title III, the permit, the conditions thereof and the laws of the City and State.						
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Received by		Date		Permit No		
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		,	Planning  Building  Health			
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